

CONTRACTUAL OBLIGATIONS AND PROVISIONS – Professional Services

This proposed project is to be funded in part by the United States Government (Federal Transit Administration or FTA) and, accordingly, is subject to a number of Federal statutes and regulations. Applicable provisions are described herein and, where applicable, forms relevant thereto have been provided. It is understood that Federal requirements may change and the changed requirements will apply to a Project as required, unless the Federal Government determines otherwise.

A. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 1) The Town of Blacksburg and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS

The Contractor agrees, and assures that each subcontractor at any tier of the Project agrees, to provide to the US Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all records requested to conduct audits and inspections related to this contract that have not been awarded on the basis of competitive bidding, as required by 49 USC § 5325(a).

D. CIVIL RIGHTS

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- 1) Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis or race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- 2) Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis or race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC § 2000d *et seq.*, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, and any implementing requirements FTA may issue.
- 3) Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e, and 49 USC § 5332 and any implementing requirements FTA may issue. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.
- 4) Equal Employment Opportunity Requirements for Construction Activities. With respect to activities deemed by the US Department of Labor (US DOL) to qualify as “construction,” the Recipient agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all applicable EEO requirements of US DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment

Opportunity,” 42 USC § 2000(e) note, and any Federal statutes, executive orders, regulations, and Federal policies affecting construction undertaken as part of the Project.

- 5) Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 USC § 101 note, and US DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the US DOT. The Town of Blacksburg’s DBE program, as required by 49 CFR Part 26 and approved by the US DOT, is incorporated by reference and made part of the Contractual Agreement.
- 6) Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.*, with implementing US DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance,” 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- 7) Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- 8) Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 USC § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:
 - a. US DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
 - b. US DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;

- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- h. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- i. US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- k. Any implementing requirements FTA may issue.

E. TERMINATION PROVISIONS

The Town of Blacksburg may terminate the contract for cause or for convenience after giving thirty (30) days written notice to the Contractor. The written notice shall include a statement of reasons for the termination.

1) Termination for Cause:

If the Contractor should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Town of Blacksburg may terminate the Contract for cause by giving written notice as set forth above or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Town of Blacksburg, the Town of Blacksburg may terminate the Contract at any time thereafter upon written notice, effective immediately upon receipt. The Town of Blacksburg's forbearance in not terminating the contract shall not constitute a waiver of the Town of Blacksburg's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Contractor shall be responsible for all damages incurred by the Town of Blacksburg as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract.

Any termination by the Town of Blacksburg for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Town of Blacksburg.

2) Termination for Convenience:

The Town of Blacksburg may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set

forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice.

If the contract is terminated for convenience, the Contractor shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses for delivery to the Town of Blacksburg of the products or the services for which the Contractor has or will receive compensation.

3) Delivery of Materials:

Any termination shall not relieve the Contractor of the obligation to deliver to the Town of Blacksburg all products or services for which the Contractor has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Town of Blacksburg within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

4) Compensation Due the Contractor:

When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to termination.

- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
- If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
- Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Town of Blacksburg.

F. DEBARMENT AND SUSPENSION

The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC §6101 note, and US DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 CFR Part 29.

G. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

As the FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving this project, the Town of Blacksburg will notify FTA of any current or prospective major dispute, breach, default or litigation that affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. The FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Town of Blacksburg.

All disputes will be settled in accordance with Section 16-506 of the Code of the Town of Blacksburg.

H. LOBBYING

In accordance with 31 USC § 1352 and US DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, the Contractor must have provided a certification to the Town of Blacksburg that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

I. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

J. CLEAN WATER ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

K. FLY AMERICA

The Contractor understands and agrees that the Federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by

US-flag air carriers to the extent service by US-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with US GSA regulations, "Use of United States Flag Air Carriers," 41 CFR § 301.10.131 through 301.10.143.

L. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 USC §§ 7701 *et seq.*, with Executive Order no. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 USC § 7704 note, and with US DOT regulations, "Seismic Safety," 49 CFR Part 41 (specifically, 49 CFR § 41.117).

M. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

CONTRACTUAL OBLIGATIONS AND PROVISIONS – Materials and Supplies

This proposed project is to be funded in part by the United States Government (Federal Transit Administration or FTA) and, accordingly, is subject to a number of Federal statutes and regulations. Applicable provisions are described herein and, where applicable, forms relevant thereto have been provided. It is understood that Federal requirements may change and the changed requirements will apply to a Project as required, unless the Federal Government determines otherwise.

A. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 1) The Town of Blacksburg and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS

The Contractor agrees, and assures that each subcontractor at any tier of the Project agrees, to provide to the US Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all records requested to conduct audits and inspections related to this contract that have not been awarded on the basis of competitive bidding, as required by 49 USC § 5325(a).

D. CIVIL RIGHTS

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- 1) Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis or race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- 2) Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis or race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC § 2000d *et seq.*, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, and any implementing requirements FTA may issue.
- 3) Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e, and 49 USC § 5332 and any implementing requirements FTA may issue. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.
- 4) Equal Employment Opportunity Requirements for Construction Activities. With respect to activities deemed by the US Department of Labor (US DOL) to qualify as “construction,” the Recipient agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all applicable EEO requirements of US DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 USC § 2000(e) note, and any Federal statutes, executive

orders, regulations, and Federal policies affecting construction undertaken as part of the Project.

- 5) Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 USC § 101 note, and US DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the US DOT. The Town of Blacksburg's DBE program, as required by 49 CFR Part 26 and approved by the US DOT, is incorporated by reference and made part of the Contractual Agreement.
- 6) Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.*, with implementing US DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- 7) Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- 8) Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 USC § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:
 - a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - b. US DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- h. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- i. US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- k. Any implementing requirements FTA may issue.

E. TERMINATION PROVISIONS

The Town of Blacksburg may terminate the contract for cause or for convenience after giving thirty (30) days written notice to the Contractor. The written notice shall include a statement of reasons for the termination.

1) Termination for Cause:

If the Contractor should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Town of Blacksburg may terminate the Contract for cause by giving written notice as set forth above or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Town of Blacksburg, the Town of Blacksburg may terminate the Contract at any time thereafter upon written notice, effective immediately upon receipt. The Town of Blacksburg's forbearance in not terminating the contract shall not constitute a waiver of the Town of Blacksburg's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Contractor shall be responsible for all damages incurred by the Town of Blacksburg as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract.

Any termination by the Town of Blacksburg for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Town of Blacksburg.

2) Termination for Convenience:

The Town of Blacksburg may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set

forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice.

If the contract is terminated for convenience, the Contractor shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses for delivery to the Town of Blacksburg of the products or the services for which the Contractor has or will receive compensation.

3) Delivery of Materials:

Any termination shall not relieve the Contractor of the obligation to deliver to the Town of Blacksburg all products or services for which the Contractor has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Town of Blacksburg within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

4) Compensation Due the Contractor:

When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to termination.

- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
- If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
- Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Town of Blacksburg.

F. DEBARMENT AND SUSPENSION

The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and US DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 CFR Part 29.

G. BUY AMERICA

The Contractor agrees to comply with 49 USC § 5323(j), FTA regulations, "Buy America Requirements," 49 CFR Part 661, and implementing guidance FTA may issue.

H. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

As the FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving this project, the Town of Blacksburg will notify FTA of any current or prospective major dispute, breach, default or litigation that affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. The FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Town of Blacksburg.

All disputes will be settled in accordance with Section 16-506 of the Code of the Town of Blacksburg.

I. LOBBYING

In accordance with 31 USC § 1352 and US DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, the Contractor must have provided a certification to the Town of Blacksburg that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

J. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

K. CLEAN WATER ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

L. CARGO PREFERENCE

The Contractor agrees to comply with US Maritime Administration regulations, "Cargo Preference – US-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the project.

M. FLY AMERICA

The Contractor understands and agrees that the Federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by US-flag air carriers to the extent service by US-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with US GSA regulations, "Use of United States Flag Air Carriers," 41 CFR § 301.10.131 through 301.10.143.

N. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

CONTRACTUAL OBLIGATIONS AND PROVISIONS – Construction

This proposed project is to be funded in part by the United States Government (Federal Transit Administration or FTA) and, accordingly, is subject to a number of Federal statutes and regulations. Applicable provisions are described herein and, where applicable, forms relevant thereto have been provided. It is understood that Federal requirements may change and the changed requirements will apply to a Project as required, unless the Federal Government determines otherwise.

A. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 1) The Town of Blacksburg and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS

The Contractor agrees, and assures that each subcontractor at any tier of the Project agrees, to provide to the US Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all records requested to conduct audits and inspections related to this contract that have not been awarded on the basis of competitive bidding, as required by 49 USC § 5325(a).

D. CIVIL RIGHTS

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- 1) Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis or race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- 2) Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis or race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC § 2000d *et seq.*, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, and any implementing requirements FTA may issue.
- 3) Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e, and 49 USC § 5332 and any implementing requirements FTA may issue. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.
- 4) Equal Employment Opportunity Requirements for Construction Activities. With respect to activities deemed by the US Department of Labor (US DOL) to qualify as “construction,” the Recipient agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all applicable EEO requirements of US DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 *et seq.*, which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment

Opportunity,” 42 USC § 2000(e) note, and any Federal statutes, executive orders, regulations, and Federal policies affecting construction undertaken as part of the Project.

- 5) Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101(b) of TEA-21, 23 USC § 101 note, and US DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the US DOT. The Town of Blacksburg’s DBE program, as required by 49 CFR Part 26 and approved by the US DOT, is incorporated by reference and made part of the Contractual Agreement.
- 6) Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.*, with implementing US DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance,” 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- 7) Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- 8) Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 USC § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:
 - a. US DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
 - b. US DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;

- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- h. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- i. US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- k. Any implementing requirements FTA may issue.

E. TERMINATION PROVISIONS

The Town of Blacksburg may terminate the contract for cause or for convenience after giving thirty (30) days written notice to the Contractor. The written notice shall include a statement of reasons for the termination.

1) Termination for Cause:

If the Contractor should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Town of Blacksburg may terminate the Contract for cause by giving written notice as set forth above or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Town of Blacksburg, the Town of Blacksburg may terminate the Contract at any time thereafter upon written notice, effective immediately upon receipt. The Town of Blacksburg's forbearance in not terminating the contract shall not constitute a waiver of the Town of Blacksburg's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Contractor shall be responsible for all damages incurred by the Town of Blacksburg as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract.

Any termination by the Town of Blacksburg for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Town of Blacksburg.

2) Termination for Convenience:

The Town of Blacksburg may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set

forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice.

If the contract is terminated for convenience, the Contractor shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses for delivery to the Town of Blacksburg of the products or the services for which the Contractor has or will receive compensation.

3) Delivery of Materials:

Any termination shall not relieve the Contractor of the obligation to deliver to the Town of Blacksburg all products or services for which the Contractor has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Town of Blacksburg within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

4) Compensation Due the Contractor:

When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to termination.

- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
- If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
- Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Town of Blacksburg.

F. DEBARMENT AND SUSPENSION

The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and US DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 CFR Part 29.

G. BUY AMERICA

The Contractor agrees to comply with 49 USC § 5323(j), FTA regulations, "Buy America Requirements," 49 CFR Part 661, and implementing guidance FTA may issue.

H. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

As the FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving this project, the Town of Blacksburg will notify FTA of any current or prospective major dispute, breach, default or litigation that affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. The FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Town of Blacksburg.

All disputes will be settled in accordance with Section 16-506 of the Code of the Town of Blacksburg.

I. LOBBYING

In accordance with 31 USC § 1352 and US DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, the Contractor must have provided a certification to the Town of Blacksburg that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

J. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

K. CLEAN WATER ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.* The Contractor shall report each violation to the Town of Blacksburg and understands and agrees that the Town of Blacksburg will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

L. CARGO PREFERENCE

The Contractor agrees to comply with US Maritime Administration regulations, "Cargo Preference – US-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the project.

M. FLY AMERICA

The Contractor understands and agrees that the Federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by US-flag air carriers to the extent service by US-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with US GSA regulations, "Use of United States Flag Air Carriers," 41 CFR § 301.10.131 through 301.10.143.

N. DAVIS-BACON ACT

The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the Davis-Bacon Act, at 49 USC § 5333(a), and US DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

O. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with 40 USC §§ 327 – 332; and US DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5; and with section 107 of that Act, 40 USC § 333, and US DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

P. COPELAND ANTI-KICKBACK ACT

The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with 18 USC § 874 and 40 USC § 276c, and US DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 CFR Part 3.

Q. BONDING

The Contractor agrees to provide bid guarantee, contract performance, and payment bonds to the extent deemed adequate by FTA and applicable Federal regulations, and comply with any other bonding requirements FTA may issue.

R. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 USC §§ 7701 *et seq.*, with Executive Order no. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 USC § 7704 note, and with US DOT regulations, "Seismic Safety," 49 CFR Part 41 (specifically, 49 CFR § 41.117).

S. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*